

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

GEICO INDEMNITY COMPANY,

Plaintiff,

vs.

JOHN PALMER, *et al.*,

Defendants.

Case No. 16-cv-0357-SMY-SCW

ORDER

This matter is before the Court on Plaintiff Geico Indemnity Company's ("Geico") Motion for Summary Judgment (Doc. 26). Responses to the motion were due November 14, 2016. Defendant John Palmer failed to respond to the motion. Pursuant to Local Rule 7.1, "[f]ailure to timely file a response to a motion may, in the Court's discretion, be considered an admission of the merits of the motion." Accordingly, Geico's Motion for Summary Judgment is **GRANTED** as to Defendant John Palmer.

The Court further finds and decrees as follows:

1. GEICO issued a policy of insurance to John Palmer, No. 4269-53-64-31 with effective dates of November 30, 2013 through May 30, 2014.
2. The Policy contained an exclusion barring coverage for any vehicle used to carry persons or property for compensation or a fee.
3. When the accident on February 4, 2014 occurred, John Palmer was delivering food for his employer, El Greco restaurant for which Mr. Palmer received an hourly wage and a mileage reimbursement.
4. The delivery exclusion applies here and therefore, Plaintiff GEICO does not owe

Defendant John Palmer a duty to defend the underlying actions arising from the alleged accident on February 4, 2014.

The Clerk of Court is **DIRECTED** to enter Judgment accordingly.

IT IS SO ORDERED.

DATED:

s/ Staci M. Yandle
STACI M. YANDLE
United States District Judge